

RESOLUTION NO. 2010-45

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE EXECUTION OF AN AGREEMENT FOR INTERIM  
CITY MANAGER SERVICES WITH THE BARTLAM GROUP

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that the City Manager is hereby authorized and directed, for and on behalf of the City Council of the City of Lodi, to execute with the Bartlam Group an agreement for Interim City Manager services in the form and the document attached hereto, marked Exhibit "A," and by reference made a part hereof.

Dated: April 13, 2010

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I hereby certify that Resolution No. 2010-45 was passed and adopted by the City Council of the City of Lodi in a special meeting held April 13, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,  
and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

## CONSULTANT CONTRACT

EXHIBIT A

This Agreement is made and entered into as of April \_\_\_\_, 2010, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and The Bartlam Group, hereinafter called "Consultant," both of whom agree as follows:

### RECITALS:

It is the desire of the City to retain the services of Konrad Bartlam through Consultant to perform the functions of the City Manager. The City previously contracted with Consultant for Interim Community Development services under several contracts and all preceding contracts between the Bartlam Group or Konrad Bartlam and the City of Lodi are hereby terminated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

#### 1. GENERAL:

City hereby contracts with Consultant to assign Konrad Bartlam to perform the functions of the City Manager of the City starting May 7, 2010 and Consultant agrees to provide Konrad Bartlam to perform the full range of duties and responsibilities as described in Chapter 2.12 of the Lodi Municipal Code - "City Manager", the California Government Code, and City policies and procedures approved by the City Council, and other functions and duties the City Council shall assign from time to time.

#### 2. HOURS OF WORK:

The Consultant has discretion as to his work schedule but must devote an average minimum of 40 hours per week to the job and will typically have office hours on Monday through Friday. Consultant shall also attend all City Council meetings and be available at all times to fulfill the obligations of City Manager as required by the Municipal Code, the California Government Code, and City policies and procedures.

#### 3. COMPENSATION:

City agrees to provide the following compensation to Consultant during the term of the Agreement:

- (a) Consultant shall be **paid** a salary of \$7,835.00 bi-weekly. This number is calculated as the published City Manager Salary of \$160,000 reduced by the value of one furlough day per month ( $\$160,000 - (4.6\% \times \$160,000) = \$152,640$ ) plus the value of usual and customary benefits excluding deferred compensation, executive leave, sick leave, and vacation for a total of \$203,735 per year divided by 26 pay periods per year.

- (b) Because Consultant ~~is an~~ independent contractor, consultant ~~shall~~ be responsible for all employer ~~costs~~ required by law, including but not limited to: Social Security, **FICA**, Medicare, Unemployment Compensation, ~~and~~ workers compensation.

#### **4' BENEFITS:**

**As** an independent contractor, Consultant ~~shall~~ not be entitled to any benefits set forth in the Executive Management Statement of Benefits including but not limited to **PERS** retirement, sick leave, vacation, administrative leave, health insurance, deferred compensation, or life insurance. Consultant may ~~however~~ schedule unpaid leave.

#### **5. TERMINATION:**

- (a) Termination ~~by~~ Consultant - In the event Consultant terminates this contract with City, ~~he~~ shall give City at least twenty-one (21) days advance written notice and shall ~~be~~ entitled to all earned compensation.
- (b) Termination by City – The City Council may terminate this Agreement at any time, with or without cause. Twenty-four hours Notice of Termination shall be provided to Consultant *in* writing. Moreover, this agreement shall automatically terminate upon the hiring of a permanent City Manager.

#### **6. MODIFICATIONS:**

No modification of this agreement shall be valid unless said modification is in writing and signed by both parties.

#### **7. CONFLICT OF INTEREST:**

Consultant shall also be subject to the conflict of interest provisions of the California Government Code and ~~any conflict~~ of interest code applicable to his City consultancy. Consultant is responsible for submitting to the City Clerk the appropriate Conflict of interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

**/// Continued on next page**

IN WITNESS WHEREOF, the City Manager of the City of Lodi has signed this Agreement and Consultant has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

The Bartlam Group:

By: \_\_\_\_\_  
Blair King  
City Manager  
Attest:

\_\_\_\_\_  
Konradt Bartlam

\_\_\_\_\_  
Randi Johl  
City Clerk

Approved as to Form:

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney